

COTTONWOOD HEIGHTS

RESOLUTION No. 2021-35

A RESOLUTION APPROVING AN AGREEMENT WITH THE GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT FOR AN OUTDOOR RECREATION INFRASTRUCTURE GRANT

WHEREAS, the Utah Governor's Office of Economic Development ("*GOED*") has appropriated monies to provide funding assistance for outdoor recreation infrastructure projects being undertaken by local government entities in the state of Utah (the "*Program*"); and

WHEREAS, the city of Cottonwood Heights (the "*City*") has applied to GOED for funding assistance under the Program for the City's planned Wasatch Boulevard Shared Trailhead and Nature Park project (the "*Project*"), which will provide a long-anticipated and important recreational amenity with benefits at a local and regional scale; and

WHEREAS, GOED desires to provide up to \$150,000 in funding assistance for the Project, and has submitted for the City's approval a proposed agreement (the "*Agreement*") to memorialize GOED's grant to the City of such funding under the Program; and

WHEREAS, the City's city council (the "*Council*") met in regular session on 6 July 2021 to consider, among other things, approving the City's entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City's residents to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement with GOED is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2021-35, shall take effect immediately upon passage.

PASSED AND APPROVED this 6th day of July 2021.

ATTEST:

By: 
Paula Melgar, Recorder



COTTONWOOD HEIGHTS CITY COUNCIL


Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Douglas Petersen	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tali C. Bruce	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Christine Watson Mikell	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 6th day of July 2021.

RECORDED this 8 day of July 2021.



STATE OF UTAH CONTRACT
The Governor's Office of Economic Development
Outdoor Recreation Infrastructure Grant

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Governor's Office of Economic Development, referred to as the State, and the following Grantee:

City of Cottonwood Heights
2277 E Bengal Boulevard
Cottonwood Heights, UT 84121

Federal Tax ID: 20-2154375
Legal Status of Contractor: Governmental Agency
Vendor #: VC0000107970

Contact Person: Michael Johnson
Phone #:
Email: mjohnson@ch.utah.gov

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions under which the Grantee may obtain and maintain eligibility for Outdoor Recreation Infrastructure Grant funding.
3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 63N-9-2 and Utah Administrative Code R357-16.
4. **CONTRACT PERIOD:**
Effective Date: May 10, 2021
Termination Date: May 10, 2023, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to \$150,000.00.
Fund: 2306
Unit: 6272
Appropriation: 2306
Commodity Code: 99999
6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A – Standard Terms and Conditions for Grants
Attachment B – Outdoor Recreation Infrastructure Grant Terms and Conditions
Attachment C – Scope of Work
7. **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 63N-9-2 and Utah Administrative Rule R357-16.
8. **CONTRACT EXECUTION:**
Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

CITY OF COTTONWOOD HEIGHTS

Name: *Michael J. Peterson*

Title: *Mayor*

Date: *7/6/2021*



Attested by:

[Signature]
City Recorder

THE STATE OF UTAH

Name:

Title:

Date:

Governor's Office of Economic Development

Name:

Title:

Date:

Governor's Office of Economic Development

Name:

Title:

Date:

Contract Number: 210633642

State of Utah

Division of Finance

Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. **"Contract"** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 2. **"Grant Money"** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
 3. **"Grantee"** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 4. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 5. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
 6. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee's performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color,

or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of

Grantee's liability, such limitations of liability will not apply to this section.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

Attachment B: Outdoor Recreation Infrastructure Grant Program Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work, and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
- f. The Grantee agrees that the project area acquired, developed or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
- h. The Grantee shall provide evidence that the infrastructure project has county, city or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational infrastructure for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof on continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
- i. If the project is on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j. All property on which Utah Outdoor Recreation Grant infrastructure funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may

continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

- m. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.
- n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

- a. The Grantee is a municipality, county, tribal government, or non-profit corporation classified under U.S. Code § 501(c) and is physically located within the State.
- b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

- a. Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:
 - i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Scope of Work;
 - ii. A brief synopsis of the work completed in the previous six months; and
 - iii. An outline of the work anticipated to be completed in the next six months.

4. FUNDING:

- a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.
- b. Up to 75% of the Contract Amount may be reimbursed prior to full completion of the Grantee's project. The remaining 25% of funds are contingent on completion of the Grantee's project, a final on-site inspection, and submission of the Final Report as outlined in the 2021 Office of Outdoor Recreation Grant Programs Guide, which is available to the Grantee from the State and incorporated by reference to this contract.
- c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
- d. All funds are to be distributed in a post-performance manner, as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
- e. The State will not fund more than 50% of the eligible costs of the project's eligible costs. The Grantee must provide matching funds in an amount of at least 50% of the project's eligible costs.
- f. At least 50% of the Grantee's required matching funds must be paid in cash.
- g. Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if:
 - i. Approved in advance by the State;
 - ii. The Grantee is a non-profit corporation or governmental entity; and
 - iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests received by the State after the contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
- b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
 - i. Copies of invoices and evidences of payment (checks, bank statements, etc.) for work done on the project;
 - ii. Records of volunteer labor or other in-kind donations for work done on the project;

- iii. Several photos to show the project is complete;
 - iv. A final report with the description of the project and other data requested by the State;
 - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
 - vi. The grant program's provided reimbursement request document or a letter of request on letterhead of the Grantee specifying the grant amount requested.
- c. Requests shall be submitted to the State electronically, to the Program Manager in the Office of Outdoor Recreation and/or the Compliance Department of GOED. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.
6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.
7. **AUDIT:**
- a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
 - b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
 - c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.
10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Governor's Office of Economic Development is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Governor's Office of Economic Development name and official logo, and other appropriate attribution for the funding made possible by the office.
11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.
12. **STATE CONTACT PERSON:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

Attachment C: Scope of Work

The Wasatch Boulevard Shared Trailhead and Nature Park project will provide a long-anticipated and important recreational amenity with benefits at a local and regional scale. As part of the project, a fully improved trailhead facility will be constructed that provides critical parking and trail access needs for the nearby Ferguson Canyon Trail, the future Bonneville Shoreline Trail, and the anticipated Wasatch Boulevard shared-use path (connecting to the Big Cottonwood Canyon Trail). Currently, there are only 12 public parking stalls for users of Ferguson Canyon. Those stalls fill up immediately in the morning and result in limited parking for trail users, resulting in illegal on-street parking or limited access to the trail by vehicular traffic.

The future Bonneville Shoreline Trail alignment is identified to cross the Ferguson Canyon trail property, and the trailhead has been identified in city master plans as a preferred public trailhead for the Shoreline Trail. Anticipated construction of this regional trail will result in significantly increased trail usage and parking demand. In addition to the existing and proposed hillside trails, the city is coordinating with UDOT to plan for the construction of a shared-use recreational pathway adjacent to Wasatch Boulevard along the entirety of the roadway in Cottonwood Heights.

This trail will connect directly to the existing Big Cottonwood Canyon shared-use path, which begins at the mouth of Big Cottonwood Canyon and continues along Big Cottonwood Creek into Holladay City. These extensive trail systems are either in place or actively being planned, and yet public access and adequate parking for users of this trail system is currently very limited. The location of this project naturally acts as a shared regional trailhead that can be utilized by users of all three trail systems. The trailhead parking will include approximately 75 free public parking stalls, along with appropriate wayfinding signage and pedestrian facilities for access to nearby trails. With construction of the larger parking area, the city intends to convert the existing 12 stalls at the trailhead to ADA stalls for use of the public amphitheater.

The nature park will provide a pedestrian area for hikers, residents, and visitors to enjoy, and will include a looped path system designed to be ADA accessible for citizens of all ages and abilities. Additional planned site amenities include water fountains, picnic tables, a restroom facility, and potentially a pavilion. Depending on final cost, other recreation amenities may also be explored, such as small bouldering areas. There are no other properties in the area that can provide the convenient access to all three trail systems, as the surrounding land has all been privately developed.

In 2008, Salt Lake County purchased 5 acres of the subject property for the purpose of trailhead access and open space. After the purchase, an interlocal agreement was signed by the County and Cottonwood Heights requiring Cottonwood Heights to construct, operate, and maintain the site improvements. At the time, the improvements were meant to accommodate users of the Ferguson Canyon and Bonneville Shoreline Trail. After two amendments to the interlocal agreement, the city's deadline for completing the improvements is December 2021.

Another improvement required by that agreement is a public park area. Due to the topography and natural character of the site, it is not feasible or desirable to develop an active park. Rather, the city envisions this area as an extension of the outdoor recreation and hiking experience, invoking a focus on natural landscape designs and amenities, and multiple pedestrian loops that can be enjoyed by people of all ages and skills. Developing the park as a natural park allows the city to retain much of the natural vegetation and topography that makes the site appealing and fits within the mountain recreation theme that is desired by the city. It allows utilization of a difficult piece of ground that adds significant value to the neighborhood and community and provides access to high-demand local and regional trail amenities.

To date, the concept attached to this application has been shared with Salt Lake County officials and is supported by them, as indicated by the attached letter of support. This project is also identified in the city's Bonneville Shoreline Trail Access Master Plan as a preferred trailhead location for future Shoreline Trail access. That master plan received public input and was adopted by the City Council in 2020. Substantial completion of this project is required by the end of 2021 per interlocal agreement and use of this grant allows the city to construct the most desirable project possible, with high-quality amenities and trailhead wayfinding signage.